

COMMON COUNCIL MEETING

MAY 20, 2014

7:00 P.M.

ORDER OF BUSINESS

- I. Call to Order
- II. Salute to the Flag
- III. Roll Call
- IV. Adoption of Agenda
- V. Proclamations
- VI. Communications and Presentations
- VII. Public Participation
- VIII. Controller's Report
- IX. Old Business: Res. #13/14-250 Resolution Regarding City-Wide Hiring Freeze
- X. New Business:
 - (a) Resolutions
 - (b) Ordinances
 - (c) Local Laws:
 - (d) Introduction of Ordinances:
 - (e) Introduction of Local Laws
 - (f) Committee Reports
 - (g) Scheduling of Committee Meetings
 - (h) Other:
- XI. Executive Session (if required)
- XII: Adjournment

RESOLUTIONS

Old Business

250. *Resolution Regarding City-wide Hiring Freeze*

Barone

New Business

- | | | |
|------|--|--------------|
| 252. | RESOLUTION ADOPTING MINUTES | BEEKMAN |
| 253 | RESOLUTION APPROVING AUDIT | HATZENBUHLER |
| 254 | RESOLUTION AMENDING BUDGET – POLICE | RUSSO |
| 255 | RESOLUTION ESTABLISHING WORK DAYS – ELECTED/
APPOINTED OFFICIALS | MAYOR |
| 256 | RESOLUTION AMENDING BUDGET – RECREATION | RUSSO |
| 257 | RESOLUTION AUTHORIZING AGREEMENT – EAP | MAYOR |
| 258 | RESOLUTION AUTHORIZING AGREEMENT – LIBERTEC | RUSSO |
| 259 | RESOLUTION ACCEPTING TRANSFER OF PROPERTY-AIDA | RUSSO |
| 260. | RESOLUTION AUTHORIZING MAYOR TO EXECUTE
STIPULATION AND SETTLEMENT AGREEMENT AND RELEASES
RELATED TO BENEFITS MARKETING LLC LITIGATION | MAYOR |
| 261. | RESOLUTION IN SUPPORT OF “ABANDONED PROPERTY
NEIGHBORHOOD RELIEF ACT OF 2014” | MAYOR |

ORDINANCE

- | | | |
|--------|---|--------|
| 2014-F | ORDINANCE AMENDING CHAPTER 28 – GOLF | BARONE |
| 2014-G | ORDINANCE AMENDING CHAPTER 228 – STOP SIGNS | RUSSO |
| 2014-H | ORDINANCE AMENDING CHAPTER 228 – TRUCKS | RUSSO |

LOCAL LAWS

- | | | |
|--------|---|-------|
| 2014-A | A LOCAL LAW AMENDING CHAPTER 73 OF THE CODE
OF THE CITY OF AMSTERDAM | RUSSO |
|--------|---|-------|

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 6, 2014**

RESOLUTION 313/14-250

RESOLUTION REGARDING CITY-WIDE HIRING FREEZE

BY: ALDERMAN BARONE

WHEREAS, the City of Amsterdam may have a significant budget shortfall,

RESOLVED, effective May 7, 2014 a hiring freeze is in effect for all departments in the City of Amsterdam.

MOTION TO TABLE by Alderman Barone passed with Aye. (5/6/14)

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Barone		
Alderman Hatzenbuehler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

Note: Under Charter sections 35, 36 and 37 the mayor is the appointing authority for most positions. This resolution, if adopted, would not restrict the mayor's authority to appoint. Likewise it will not restrict the controller's power of appointment. It would restrict the Police Chief and Fire Chief from filling vacancies in their departments. G. DeCusatis

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-252

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETINGS

BY: ALDERWOMAN BEEKMAN

RESOLVED, that the minutes of the Common Council meeting of May 6, 2014 and the Public Hearing on the 2014-2015 budget, are hereby adopted.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderwoman Beekman		
Alderman Barone		
Alderwoman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-253

RESOLUTION APPROVING AUDIT

BY: ALDERWOMAN HATZENBUHLER

RESOLVED, the bills examined by the Common Council and reported herewith as correct and they are, allowed and ordered paid and the City Clerk is authorized and empowered to issue warrants in payment of same.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderwoman Beekman		
Alderman Barone		
Alderwoman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-254

RESOLUTION AMENDING BUDGET – POLICE

BY: ALDERMAN RUSSO

RESOLVED, the Controller is authorized to amend the Police budget to cover a shortfall in the police vehicle repair line for estimated repairs necessary for the remainder of the fiscal year, as follows:

DECREASE EXPENSE:

A-3120-4048	Clothing Allow.	\$1,000.00 (bal. \$1,600.00)
A-3120-4010	Law Books/Library	\$ 386.00 (bal. \$386.93)
A-3120-4061	Parking Summons	\$ 725.00 (bal. \$725.00)
A-3120-4142	Zone S Training	\$ 560.00 (bal. \$560.00)
A-3120-2003	Vehicle Equipment	\$ 300.00 (bal. \$1,128.00)

INCREASE EXPENSE:

A-3120-4021	Vehicle Repair	\$2,971.00
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COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Beekman		
Alderman Barone		
Alderman Hatzenbuehler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-255

RESOLUTION ESTABLISHING STANDARD WORK DAYS FOR ELECTED AND APPOINTED OFFICIALS

BY: MAYOR THANE

RESOLVED, the City of Amsterdam hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this body.

Title	Name	Standard Work Day (hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on record of Activities)
ELECTED					
Alderman	Edward Russo	2	1/1/2014-12/31/2015	N	7
Alderwoman	Diane Hatzenbuhler	2	1/1/2014-12/31/2015	N	7
Mayor	Ann M Thane	6	1/1/2012-12/31/2015	N	20
Controller	Matthew Agresta	6	1/1/2014-12/31/2015	N	20
APPOINTED					
City Clerk	Susan Alibozek	7	1/1/2014-12/31/2015	Y	20
Corp. Counsel	Gerard DeCusatis	6	1/1/2012-12/31/2015	N	20
City Engineer	Richard Miller	8	1/3/2011 – 12/31/2015	Y	20

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderwoman Beekman		
Alderman Barone		
Alderwoman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-256

RESOLUTION AMENDING BUDGET – RECREATION

BY: ALDERMAN RUSSO

RESOLVED, the Controller is authorized to amend the 2013-2014 budget for receipt of sponsorship/class fees including those from Alderwoman Beekman, MVP Healthcare, the Recorder, CTW Fund, Inc. and Wal-Mart, as follows:

INCREASE REVENUE:

A-2001	Registration charges	\$12,983.86
A-2705	Gifts & Donations	\$ 1,000.00

INCREASE EXPENSE:

A-7020-4000	Contractual	\$13,983.86
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COMMON COUNCIL
City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Russo</u>		
<u>Alderwoman Beekman</u>		
<u>Alderman Barone</u>		
<u>Alderwoman Hatzenbuhler</u>		
<u>Alderman Leggiero</u>		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-257

RESOLUTION AUTHORIZING AGREEMENT – ST. MARY’S HOSPITAL (EAP)

BY: MAYOR THANE

RESOLVED, the Mayor is authorized to sign the attached contract with St. Mary’s Hospital for the Employee Assistance Program.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Beekman		
Alderman Barone		
Alderman Hatzenbuehler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

DUPLICATE ORIGINAL

EMPLOYEE ASSISTANCE AGREEMENT ("EAP")

This agreement (the "Agreement") made the 1st day of July, 2014, by and between St. Mary's Healthcare, a New York not-for-profit corporation, with its principal office and place of business at 427 Guy Park Avenue, Amsterdam, New York 12010 (the "Hospital") and the City of Amsterdam, a New York (municipal corporation), with its principal office and place of business in Amsterdam, New York ("Corporation"). The Hospital and the Corporation may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the Hospital operates an employee assistance program ("EAP") to assist employers in providing early intervention services to employees having health, family, financial, alcohol, drug or other personal issues; and

WHEREAS, the Corporation would like to retain the Hospital to establish an EAP and provide such early intervention services when needed to employees of the Corporation, subject to the terms, covenants and provisions herein contained.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between the Parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Obligations of the Hospital.** The Hospital during the term of this Agreement shall establish for the Corporation an employee assistance program designed to assist employees in identifying and resolving personal concerns, including, but not limited to, health, marital, financial, family, alcohol, drug, legal, emotional and other personal issues which may affect job performance at the Corporation (the "EAP Services"). Each employee in the EAP will be entitled to receive up to three (3) visits with an EAP counselor at no cost to the employee. If counseling or services are needed beyond three (3) sessions, the employee shall be referred to an appropriate community agency. Any and all agency referral fees will be paid for by the employee. EAP Services will be available to each employee of the Corporation and family members residing in the same household. All counseling services shall be confidential to the extent required by applicable law, rule and regulation and the policies and procedures of the Hospital, as established from time to time. Access to an EAP counselor shall be Mondays through Fridays, between the hours of 8:00 a.m. and 4:30 p.m. at the offices of the Hospital's Employee Assistance Program Office, 430 Guy Park Avenue, Amsterdam New York, the Hospital's Canajoharie Family Health Center, 48 Erie Boulevard, Canajoharie, New York and the Hospital's Johnstown Family Health Center, 700 South Perry Street, Johnstown, New York. Crisis services shall be available through the Hospital's Comprehensive Mental Health and Alcoholism Center ("CMHAC"). The Corporation agrees that an employee may refer himself or herself to an EAP counselor without formal notification to the Corporation. Further, supervisory personnel of the Corporation may refer an employee to an EAP counselor for job related problems. At no time may the Corporation require an EAP counselor to divulge any

information regarding the utilization of EAP Services by an employee or the scope of EAP Services received by an employee. Notwithstanding the foregoing, if an employee is required or mandated to utilize the EAP Services as a condition of continued employment or in connection with a disciplinary matter with the Corporation, an EAP counselor, upon the written consent of an employee, may confirm that the employee kept a scheduled appointment with an EAP Counselor. The Hospital, semi-annually, will provide to the Corporation a utilization report in form and content satisfactory to the Parties. The EAP counselor shall be under the supervision of an individual who is certified in or licensed as a counseling profession with a minimum of two (2) years treatment experience in the outpatient setting. The program supervision shall be provided by the Director of Alcoholism Services and the Coordinator of EAP, both of whom shall be employees of the Hospital. In addition to the foregoing, the Hospital shall, during the term of this Agreement, and at the request of the Corporation, provide up to four (4) supervisory training sessions regarding the early identification of employees needing referral.

2. **Obligations of the Corporation.** The Corporation, during the term of this Agreement, agrees to provide to its employees with a total of four (4) paycheck stuffers as supplied by the Hospital, describing the availability of the EAP Services, which paycheck stuffers will be distributed to each employee with his or her paycheck. The Corporation will prominently display promotional materials furnished by the Hospital to the Corporation regarding availability of the EAP Services.

3. **Compensation.** As compensation to the Hospital for establishing the EAP Service program and providing services thereunder, as herein outlined, the Corporation shall pay to the Hospital a fee of **\$17.00 for each full time employee** of the Corporation (the "Per Employee Fee"). Based on current data provided to the Hospital, the Corporation has, on the date hereof, **200 full time employees**. Therefore the initial fee due the Hospital hereunder shall be **\$3,400.00**, one-half of which will be due and payable contemporaneously with the Corporation's entry into this Agreement, and the remaining balance will be due and payable on January 1, 2014 (the "Total Projected Fee"). Payments shall be remitted to Employees Assistance Program ("EAP") of St. Mary's Hospital, Attention CMHAC Account, 427 Guy Park Avenue, Amsterdam, New York 12010. The Corporation, upon execution of this Agreement by both Parties, and on the first day of the sixth (6) month thereafter, will provide the Hospital with a list of the full-time employees then employed by the Corporation. Increases or decreases of up to five (5%) percent in the number of full-time employees shall not cause an adjustment to the Total Projected Fee due hereunder. However, an adjustment in the Total Projected Fee will be made, effective as of the first day of the sixth month following execution of this Agreement by both Parties, at the Per Employee Fee for increases or decreases of more than five (5%) percent in the number of full-time employees from the number of full-time employees which were employed by the Corporation upon execution of this Agreement.

4. **Term and Termination.** The term of this Agreement shall be **one (1) year**

commencing on July 1, 2014 and ending on June 30, 2015. This Agreement shall terminate at the end of the one (1) year term hereof, unless extended in writing by the Parties and shall further terminate upon the occurrence of an event of default as provided in paragraph 7 hereof.

5. **Regulatory Compliance.** The Parties agree that this Agreement is intended to comply with all state and federal laws, rules and regulations including, but not limited to, the Medicare and Medicaid, Fraud and Abuse Statute, the Stark III Statute and Regulations and all regulations governing use of facilities financed with tax exempt bonds ("Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either Party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other Party, and thirty (30) days after written notice to the other Party, the Parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the Parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate at the written option of the Party seeking to reform the Agreement.

6. **Ethical and Religious Directives.** All services provided hereunder shall be provided in a manner consistent with the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the National Conference of Catholic Bishops, Washington, D.C. of the Roman Catholic Church, or its successor.

7. **Default.** The occurrence of any of the following events shall constitute an event of default hereunder:

(a) the failure of either Party within ten (10) days of receipt of written notice from the other to comply with any of the terms and conditions hereof to be complied with by the Party;

(b) the failure of any warranty, representation or statement made hereunder by either Party to the other to be true and correct when made and furnished; or

(c) if either Party shall discontinue business, make a general assignment for the benefit of creditors, apply for or consent to the appointment of a receiver, trustee or liquidator for all or any part of its assets, be adjudicated bankrupt or insolvent, file any voluntary petition in bankruptcy or file a petition or answer seeking any arrangement with creditors or seeking to take advantage of any other law relating to the relief of debtors generally.

Upon the occurrence of an event of default the injured Party may immediately terminate this Agreement as provided in paragraph 4 hereof and pursue all legal and equitable rights and remedies available to the aggrieved Party.

8. **Corporate Responsibility.** The Hospital has in place a Corporate Responsibility Program ("CRP") which has as its goal to ensure that the Hospital complies with federal, state and local laws and regulations. The CRP focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. The Corporation acknowledges the Hospital's commitment to corporate responsibility and agrees to provide all services pursuant to this Agreement in accordance with the CRP, the Hospital's Code of Conduct and Medicare billing requirements. The Corporation shall comply with the CRP and shall assist the Hospital as needed in the educational and investigational components of the CRP.

9. **Exclusion from State and Federal Health Care Programs.** Each Party represents and warrants to the other that it has not been, nor is about to, be excluded from participation in any State or Federal Healthcare Program. The Corporation agrees to notify the Hospital within one (1) business day of the Physician's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of the Corporation or any Corporation-owned subsidiary in the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities, or the New York State List of Disqualified Providers shall constitute "exclusion" for purposes of this Section. In the event that the Corporation is excluded from any State or Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this Section, the term "Federal Healthcare Program" shall have the meaning given such term in 42 C.F.R. §1001.2.

10. **Status of Parties.** It is expressly understood and agreed that in the performance of services under this Agreement, each Party and its agents and employees shall at all times act as independent contractors with respect to the other Party and not as employees or agents of such other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship shall remain that of independent Parties to a contractual relationship as set forth in this Agreement. In no event shall either Party be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement. Neither Party shall not have any claim under this Agreement or otherwise against the other Party for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, professional malpractice, or unemployment insurance benefits or other employee benefits of any kind.

11. **Indemnification.** Each Party agrees to indemnify and hold the other Party harmless of and from any and all liability of any nature or kind arising, or alleged to have arisen, out of the negligence or willful misconduct of the indemnifying Party.

12. **Assignment by the Hospital.** This Agreement may be assigned by the Hospital as a result of reorganization, merger, consolidation or name change.

13. **Entire Agreement.** This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all previous contracts or agreements between the Parties with respect to the subject matter hereof.

14. **Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

15. **Governing Law.** This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New York.

16. **Amendments.** This Agreement may be amended, changed or altered only by an instrument in writing signed by the Parties hereto.

17. **Judicial Interpretation.** Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the Agreement shall not apply a presumption that the terms hereof shall be more strictly construed against the Party who itself or through its agent prepared the same, it being agreed that both Parties have participated in the preparation of this Agreement.

18. **Confidentiality.** The Corporation and the Hospital agree that each, together with their employees, agents, and representatives, shall maintain all information shared, generated, obtained, and/or collected as confidential in a manner consistent with applicable state and federal law, and of the Hospital and the Hospital Medical Staff Bylaws, Rules, Regulations, policies and/or procedures.

19. **Invalidity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respect as if such unenforceable or invalid provision had been omitted herefrom. Further, it is agreed that should any statute or law be enacted or rule or regulation promulgated by any agency, bureau or department having jurisdiction over the Hospital which could contravene any provision of this Agreement, then, in that event, the Parties hereto agree that the pertinent provisions of any such statute, law, rule or regulation shall supersede the provisions of this Agreement.

20. **Access to Records.** In accordance with Federal regulations, each Party agrees to retain for a period of four (4) years after services are furnished under this Agreement, and to allow the Secretary of Health and Human Services, the Comptroller General, or their representatives, to have access upon request to this Agreement and to such books, documents and records that may be necessary to verify the nature and extent of the costs of the services furnished under this Agreement.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

22. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference only and shall not operate to change or modify the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date, month and year first above written.

ST. MARY'S HEALTHCARE

CITY OF AMSTERDAM

By: 
Victor Giulianelli, President/CEO

By: _____

Printed Name: _____

Date: 4-9-14

Date: _____

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-258

RESOLUTION AUTHORIZING AGREEMENT WITH LIBERTEKS.COM

BY: ALDERMAN RUSSO

RESOLVED, the Mayor is authorized to sign the attached agreement with Liberteks.com for IT service for the City of Amsterdam.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderwoman Beekman		
Alderman Barone		
Alderwoman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

The Agreement

This AGREEMENT is made this **1st** day of **May** 2014 by and between Liberteks.com of Albany, New York and City of Amsterdam 61 Church St .Amsterdam, NY 12010 ("Client"). The term Client extends to include all employees of said client or others working at the direction of Client.

In consideration of the mutual covenants set forth in Section "A" and Section "B" of this Agreement, Client and Liberteks.com hereby agree as follows:

Scope of Services

Liberteks.com shall, during the Term of this Agreement (as defined below) provide to Client the computer services described in section "A".

Response Time

All services will be performed during standard business hours unless special arrangements are noted within this agreement. All service work will be scheduled according to the terms of this agreement without exception.

Exclusions

Liberteks.com will not be responsible for damages to hardware, cabling, wiring or software resulting from electrical problems, lightning, flood, spilling of liquids, fire, wind, damage incurred by accident by Client, damage incurred intentional by Client, changes made by Client, other acts of "God," normal wear and tear, virus, hackers, or other incidents beyond the control of Liberteks.com.

Liberteks.com will not be responsible for changes made by Client such as installation of equipment purchased by and installed by Client. Equipment not listed in this Agreement or contained on the agreement's inventory sheet created after the signing of this agreement will be serviced at the rate set in Section "A" of this agreement.

Liberteks.com will not be responsible for changes to operating systems or additions of software installed by Client. Service to additional software installed by Client will be billed at the rate set in Section "A" of this agreement.

Liberteks.com will not be responsible for changes made by Client or other technical

firms/companies. Any service time required to correct problems/errors of other firms/companies will be billed at the rate set in Section "A" of this agreement.

Liberteks.com will not install software that is not properly licensed or support software installed by Client without proper notification that said software has been installed.

Liberteks.com will not modify workstations, servers, or other components where damage or improper operation of Client's system could occur.

Liberteks.com will not install software that is not properly licensed.

Client's Responsibility

Client agrees to allow access to all equipment and facilities where equipment is in use for Liberteks.com to provide the services covered by this agreement. The hours of access will be determined by normal business hours unless other arrangements are made between Liberteks.com and the Client to perform services cover by this agreement.

Client will supply to Liberteks.com all user names, passwords, and administrative privileges to systems covered under this agreement.

Client agrees to provide a reasonable and safe environment for equipment and staff of Liberteks.com when performing services covered by this agreement including access keys/codes for performing after hour services.

Client agrees to provide proper electrical requirements and cooling for equipment covered in this agreement.

Client agrees to contact Liberteks.com in the event of fire, lightning strike, flood, or other

disaster whether man made or "act of god" in nature.

Client agrees to make all original software media and registration (Licenses) keys available at the request of Liberteks.com.

Warranty

Liberteks.com shall provide a warranty on the parts and labor of all new hardware purchased from Liberteks.com and covered by this Agreement unless otherwise stated. Items deemed consumable or disposable are not covered under this warranty. Product warranties, if any, are provided by the manufacturer or publisher of said products.

Liberteks.com makes no warranties on any products with the exception of workstations or servers purchased new directly from Liberteks.com. Liberteks.com's sole obligation (and Client's sole remedy) in the event of breach of any warranty shall be the replacement of defective parts. Liberteks.com hereby warrants that any products or materials to be installed by Liberteks.com shall be installed in a workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of this Agreement.

Rates

See Section "B" for detailed rate description.

Prior Existing Conditions

Any condition deemed to be inadequate or improper by Liberteks.com will be identified and a correction plan developed detailing the cost of correction. This includes, but is not limited to, improper cabling, improper installation of hardware/software, or procedures. Costs, if any, will be determined during initial inspection.

Additional Hardware

Additional hardware purchased will be installed by Liberteks.com and billed at the rate set in Section "B" of this agreement. Additional hardware,

where applicable, will be added to the amount to be paid under this agreement and listed in Section "B" as an item to be maintained.

Part and Other Costs

The agreement does not include the cost of parts or additional hardware. Labor for repair will be billed at the rate listed in Section "B" of this agreement. Client shall be responsible for all shipping costs or other costs associated with repair services.

Sales Taxes

All payments are subject to applicable sales and use taxes as defined within the district or said Client.

Terms of Payment

Upon accepting this Agreement, Liberteks.com shall submit an invoice. Client shall pay Liberteks.com within 15 days from the date of Liberteks.com's invoice.

Liberteks.com shall send Client an invoice monthly for billable hours above the standard maintenance plan. Credit cards on file will be billed at the beginning of each month. Client without credit cards on file shall pay Liberteks.com within 15 days from the date of each invoice.

Late Fees

Late payments shall be subject to late penalty fees of 2% per month from the due date until the amount is paid. No work will be scheduled or performed for all accounts with open balances over sixty (60) days.

Term of Agreement

This agreement will become effective when signed by both parties. The initial term of the Agreement is for 1 year(s) to be billed upon signature. Renewal will be automatic with the term of the Agreement.

Terminating the Agreement

Either party may terminate this Agreement at any time by giving 30 days written notice of termination. Liberteks.com shall be entitled to full payment for services performed prior to the date of termination. Assuming all sums are paid, Liberteks.com will provide information and cooperation to a new network manager at Liberteks.com's current hourly rate. Liberteks.com is not obligated to provide services if all sums due are not paid at the time of termination.

Exclusive Agreement / Confidentiality

This is the entire Agreement between Liberteks.com and Client. "Confidential Information" shall be deemed to include all information, materials, and data disclosed or supplied by either party that disclosing party designates to be of a confidential nature.

Modifying the Agreement

Client and Liberteks.com recognize that: If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

Limited Liability

This provision allocates the risks under this Agreement between Liberteks.com and Client. Liberteks.com's pricing reflects the allocation of risk and limitation of liability specified below. Liberteks.com's total liability to Client under this

Agreement for damages, costs and expenses, shall not exceed the compensation received by Liberteks.com under this Agreement. However, Liberteks.com shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Liberteks.com or Liberteks.com's employees or agents while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

Applicable Law

This Agreement will be governed by the laws of the State of New York. Client agrees to waive jury trial with respect to any dispute. This Agreement constitutes the full understanding and agreement between Liberteks.com and Client. Any other agreements, written or oral, are superseded by this Agreement.

Assignment and Delegation

Neither Liberteks.com nor Client may assign its rights or may delegate its duties under this Agreement.

Section A – Service Description

Proposed Services

A: Replace Exchange Server with Lenovo ThinkServer with 3 yr on-site warranty.
B: Replace IAS Server with Cyberoam Unified Threat Management Appliance which includes annual license antivirus/spam management
C: File and Server Backup includes secure and automated internal and external storage.
D: Upgrade or replace due to age and condition 27 Computers with 22 new Lenovo ThinkCenter with 3 yr on-site warranty running Win 7 and upgrade additional 5 machines to a minimum of 4gb of Memory
E: Install Monitoring Software on each Staff Machine and Servers
F: Virtual Private Network/Router/Firewall Protection
G: Annual Support On-going Maintenance Server and Network Support Staff Support (Hourly as required) Monitoring software mandatory for support.

Section B – Rates

A: Replace Exchange Server with Lenovo ThinkServer with 3 yr on-site warranty. Equipment: \$12,600.00 Technician Time Estimate \$9,000.00
B: Replace IAS Server with Cyberoam Unified Threat Management Appliance which includes annual license antivirus/spam management Equipment: \$4,050.00 Technician Time Estimate \$1,500.00
C: File and Server Backup includes secure and automated internal and external storage. Equipment: \$3,600.00 Technician Time Estimate \$ 500.00
D: Upgrade or replace due to age and condition 27 Computers with 22 new Lenovo ThinkCenter with 3 yr on-site warranty running Win 7 and upgrade additional 5 machines to a minimum of 4gb of Memory Equipment: \$14,300.00 Technician Time Estimate \$4,500.00
E: Install Monitoring Software Antivirus on each Staff Machine and Servers Monitoring: \$100.00/Server \$25.00/PC Antivirus: \$350.00/server \$18.00/Exchange Email Box \$25.00/PC
F: Virtual Private Network/Router/Firewall Protection – 5 locations Equipment: \$6,000.00 Technician Time Estimate \$1,000.00
G: Annual Support On-going Maintenance Server and Network Support \$5,400.00 External Back Up \$2,400.00 Staff Support \$85.00/hr (15 min increments)



Accepted By Liberteks.com

Signature : _____ Dated: _____

Larry D. Zimbler, Liberteks.com, Inc.

Accepted By Client

I authorize the credit card below to be billed on the first day of each quarter for the total mount defined within this agreement. I understand this authorization may be revoked only by written notice thirty (30) days prior to the day of revocation.

<input type="checkbox"/> Visa	<input type="checkbox"/> Master Card	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover Card
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Card Number		Expiration Date	Sec. Code
Billing Address :			
City :	State :	Zip:	

Printed Name: _____

Signature: _____ Dated: _____

Automatic Agreement Renewal Date: _____

Additional Information

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-259

RESOLUTION ACCEPTING TRANSFER OF PROPERTY FROM AIDA

BY: ALDERMAN RUSSO

WHEREAS, the Amsterdam Industrial Development Agency (AIDA) has been the recipient of various properties and vacant lots over the years, and

WHEREAS, AIDA has in the past several years tried to divest itself of these properties as they have no industrial development potential, and

WHEREAS, AIDA does not have the resources to adequately maintained these properties, and

WHEREAS, AIDA Board of Directors has recommended certain properties be transferred to the City of Amsterdam which are identified as: 39.20-2-47 (Corner of Locust & Park); 55.52-1-38.1 (3 off Morris St.); 56.14-2-1 (off Sam Stratton Rd); 55.52-2-11 (46-48 Lark St); 55.52-2-18 (44 John St); 55.52-2-16 (46 John St); 55.52-2-15 (48 John St); 56.13-2-13 362 e Main St.,(former Tepee); and 55.43-1-8.2 (Church St – Bus Stop),

RESOLVED, the Mayor is authorized to accept such deeded properties from the Amsterdam Industrial Development Agency.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderwoman Beekman		
Alderman Barone		
Alderwoman Hatzenbuhler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-260

RESOLUTION AUTHORIZING MAYOR TO EXECUTE STIPULATION AND SETTLEMENT AGREEMENT AND RELEASES RELATED TO BENEFITS MARKETING LLC LITIGATION

BY: MAYOR THANE

WHEREAS, the Montgomery County Health Insurance Trust has approved a comprehensive settlement agreement for the litigation between Benefits Marketing LLC, plaintiff v Montgomery County Health Insurance Trust, City of Amsterdam and County of Montgomery, Index Number 1882-13, Albany County Supreme Court, and

WHEREAS, this agreement requires no payment directly from the City of Amsterdam,

RESOLVED, the Mayor is authorized to execute a stipulation and settlement agreement and associated releases related to the above matter.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Beekman		
Alderman Barone		
Alderman Hatzenbuehler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 20, 2014**

RESOLUTION #13/14-261

RESOLUTION CALLING ON THE GOVERNOR, THE NEW YORK STATE ASSEMBLY, AND THE NEW YORK STATE SENATE TO ENACT THE “ABANDONED PROPERTY NEIGHBORHOOD RELIEF ACT OF 2014”

BY: MAYOR THANE

WHEREAS, in the wake of the financial crisis of 2008, there has been a marked increase in New York State in the incidence of vacant and abandoned residential properties securing delinquent mortgages, which properties frequently fall into disrepair, thus devaluing neighboring properties and harming the larger community; and

WHEREAS, these vacant and abandoned residential properties have become a blight in the City of Amsterdam and in many similarly situated neighborhoods across New York State because the properties are often boarded up, dilapidated, unsafe, inhabited by squatters or used for criminal purposes; and

WHEREAS, an accumulation in a community of vacant and abandoned residential properties that are not properly secured or maintained for extended periods can cause a marked decline in that community’s real estate market and the state’s property tax base; and

WHEREAS, there are documented instances of such properties being used by criminals to manufacture and/or distribute illegal drugs, thus leading to an increased likelihood of crime in and around the property and neighboring community; and

WHEREAS, the City of Amsterdam and similarly situated municipalities across New York State are often forced to expend taxpayer funds to prevent vacant and abandoned residential properties from becoming a public hazard, thereby depleting limited local resources; and

WHEREAS, the City of Amsterdam and similarly situated municipalities across New York State are often forced to expend taxpayer funds to investigate and determine the ownership, occupancy and foreclosure status of vacant and abandoned residential properties in order to ensure that, where applicable, the mortgagee is complying with current obligations under Federal, State and/or local law to secure and maintain the property, thereby further depleting limited local resources; and

WHEREAS, relevant provisions of existing State law, enacted in 2009, governing the maintenance of abandoned residential properties impose a duty on plaintiff-mortgagees to maintain vacant residential properties only *after* a judgment of foreclosure and sale has been entered by a court; and

WHEREAS, this recent State law has in many instances proven inadequate to address the growing number of vacant and abandoned properties falling into disrepair in the City of Amsterdam and in many similarly situated municipalities across New York State because many such properties are not subject to a pending foreclosure action, and many that are subject to a pending foreclosure have not proceeded, and will not in the foreseeable future proceed, to a court judgment of foreclosure and sale; and

WHEREAS, there is evidence showing that many current and former New York homeowners have been misled into believing they need to leave their homes earlier in the foreclosure process than the law actually requires, thus resulting in even more vacant and abandoned residential properties throughout our communities; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” (A. 09341, S.7350) would help the City of Amsterdam and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by creating a statewide registry of such properties that can be electronically accessed by such municipalities; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Amsterdam and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by imposing a duty on mortgagees and their loan servicing agents to promptly report these properties to the statewide registry and take earlier, *pre-foreclosure*, action to identify, secure and maintain such vacant and abandoned properties; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Amsterdam and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by providing a much needed and readily available source of information on vacant and abandoned residential properties to local officials throughout the State; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Amsterdam and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by also establishing a statewide toll-free hotline that community residents can use to report suspected vacant and abandoned properties to the Attorney General and receive information regarding the status of registered properties, including the identity of the mortgagee or agent responsible for maintaining them; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Amsterdam and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by ensuring that homeowners are provided with clear and early notice that they are legally entitled to remain in their homes until ordered to leave by a court;

RESOLVED, the City of Amsterdam by this Resolution hereby calls on the Governor, the New York State Assembly and the New York State Senate to promptly enact the “Abandoned Property Neighborhood Relief Act of 2014;” and

FURTHER RESOLVED, that City of Amsterdam is hereby requested to transmit copies of this Resolution to the Governor, NYS Assembly and NYS Senate

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Beekman		
Alderman Barone		
Alderman Hatzenbuehler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
MAY 6, 2014**

Ordinance Number 2014-F

AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF THE CITY OF AMSTERDAM –GOLF COMMISSION

BY: ALDERMAN BARONE

WHEREAS, it is desired to revise Chapter 28 in its entirety,

The City of Amsterdam, in Common Council convened, does hereby,
ORDAIN AND ENACT as follows:

Chapter 28 of the code of the City of Amsterdam is hereby amended as indicated below: (Note: all underlined items are added material, all struck through items are to be deleted and all other unmodified wording is existing language that will remain in effect.)

Chapter 28. GOLF COMMISSION

~~§28-1. Creation of Commission; membership.~~

~~A. There is hereby created in and for the management, operation and maintenance of the Arthur Carter Amsterdam Municipal Golf Course of the City of Amsterdam a Commission, to be known as the "Arthur Carter Amsterdam Municipal Golf Commission."~~

~~B. Such Commission shall consist of a board of six members, one of whom shall be a nonvoting Alderman. The Alderman so designated by the Mayor shall serve as a member of such Commission only for the term of the Common Council of which he is a member. The other five members of such Commission shall not be either a city employee or official.~~

~~C. The initial designation of members shall be as follows: One shall serve until April 1, 1985; one shall serve until April 1, 1986; one shall serve until April 1, 1987; one shall serve until April 1, 1988; and one shall serve until April 1, 1989. Thereafter, when vacancies occur by expiration of terms of office, death, removal or resignation, they shall be filled for a term of five years.~~

~~D. All members shall serve without pay.~~

~~E. Vacancies shall be filled in the same manner as original appointments.~~

~~F. Each member of the Commission, before beginning his term of office, shall file in the office of the City Clerk the constitutional oath of office.~~

~~§28-2. Appointment of officers; adoption of bylaws.~~

~~The Commission shall appoint from among its members a Chairman, Vice Chairman and Secretary of its organization, and thereafter such officers shall be chosen at its annual meeting. The Commission, however, shall be authorized to fill vacancies in said office occurring after the original appointment of election to serve until the next annual meeting. Upon its organization, the Commission shall, as soon as is possible, cause to be adopted a set of bylaws governing the conduct of its affairs, which bylaws, when adopted, shall be filed with the City Clerk. These bylaws shall provide for an annual meeting to be held on the first Monday in April in each year and that the majority action of the Commission shall be required for approval of expenditures.~~

~~§28-3. Powers and duties of Commission.~~

~~A. It shall be the duty of the Commission to organize, manage, operate, maintain and govern said golf course and appurtenances.~~

~~B. The Commission shall have full authority to manage, maintain and operate said golf course and appurtenances, to establish proper fees for the use of the golf course by players and to do~~

~~such necessary things and adopt such rules and regulations applying to the use of such golf course as may be necessary for its proper operation, maintenance and protection.~~

~~C. All revenues thus received from operation shall be deposited with the Controller of the City of Amsterdam, who shall maintain a separate account of such revenues.~~

~~D. Purchases made by the Commission shall be made in like manner as other purchases made by the City of Amsterdam. All money expended incidental to the management, maintenance and operation of the golf course shall be made upon submission of proper vouchers or claims, signed by the Chairman of the Commission, approved by the Director of Recreation and after audit by the Common Council in accordance with the provisions of the City Charter, all such expenditures and all such payments shall be chargeable to and payable from the fund and account maintained by the City Controller for this purpose.~~

~~E. The Common Council reserves the authority to enter into agreements for the use of facilities, such as concessions and restaurant, at said golf course.~~

~~F. Purchases of capital items shall be done by the Common Council upon recommendation of the Commission and within budgetary appropriations.~~

~~G. The consent and approval of the Director of Recreation shall be noted on all appropriations for operational functions prior to any commitment made therefore.~~

§28-1. Creation of Commission; membership.

A. There is hereby created in and for the management, operation and maintenance of the Arthur Carter Amsterdam Municipal Golf Course of the City of Amsterdam a Commission, to be known as the "Arthur Carter Amsterdam Municipal Golf Commission."

B. Such Commission shall consist of a board of seven members and a nonvoting Alderman. The Alderman shall be designated by the Common Council and shall serve as a member of such Commission only for the term of the Common Council of which he is a member. The seven members of such Commission shall not be either a city employee or official and shall be a city resident and a dues-paying golf course member; five of whom shall be appointed by the Common Council and two shall be appointed by the Mayor all with the approval of the Common Council.

C. The initial designation of members shall be as follows: One shall serve until April 1, 2015; two shall serve until April 1, 2016; one shall serve until April 1, 2017; two shall serve until April 1, 2018 and one shall serve until April 1, 2019. Thereafter, when vacancies occur by expiration of terms of office, death, removal or resignation, they shall be filled for a term of five years by the Common Council.

D. All members shall serve without pay and without any fringe benefits at the Golf Course.

E. Vacancies shall be filled in the same manner as original appointments by the Common Council.

F. Each member of the Commission, before beginning his term of office, shall file in the office of the City Clerk the constitutional oath of office.

§28-2. Appointment of officers; adoption of bylaws.

The Commission shall appoint from among its members a Chairman, Vice Chairman and Secretary of its organization, and thereafter such officers shall be chosen at its annual meeting. The Commission, however, shall be authorized to fill vacancies in said office occurring after the original appointment of election to serve until the next annual meeting. Upon its organization, the Commission shall, as soon as is possible, cause to be adopted a set of bylaws governing the conduct of its affairs, which bylaws, when adopted, shall be filed with the City Clerk. These bylaws shall provide for an annual meeting to be held on the first Monday in April in each year and that the majority action of the Commission shall be required for approval of expenditures.

§28-3. Powers and duties of Commission.

A. It shall be the duty of the Commission to organize, manage, operate, maintain and govern said golf course and appurtenances.

B. The Commission shall have full authority to manage, maintain and operate said golf course and appurtenances, to establish proper fees for the use of the golf course by players and to do such necessary things and adopt such rules and regulations applying to the use of such golf course as may be necessary for its proper operation, maintenance and protection.

C. All revenues thus received from operation shall be deposited with the Controller of the City of Amsterdam, who shall maintain a separate account of such revenues.

D. Purchases made by the Commission shall be made in like manner as other purchases made by the City of Amsterdam. All money expended incidental to the management, maintenance and operation of the golf course shall be made upon submission of proper vouchers or claims, signed by the Chairman of the Commission, approved by the Common Council and after audit by the Common Council in accordance with the provisions of the City Charter, all such expenditures and all such payments shall be chargeable to and payable from the fund and account maintained by the City Controller for this purpose.

E. The Common Council reserves the authority to enter into agreements for the use of facilities, such as concessions and restaurant, at said golf course.

F. Purchases of capital items shall be done by the Common Council upon recommendation of the Commission and within budgetary appropriations.

G. The consent and approval of the Common Council shall be noted on all appropriations for operational functions prior to any commitment made therefore.

COMMON COUNCIL
City of Amsterdam, NY

	Aye	Nay
Alderman Russo		
Alderman Beekman		
Alderman Barone		
Alderman Hatzenbuehler		
Alderman Leggiero		

ANN M. THANE, MAYOR

Dated: _____, 2014

****An amendment by Alderman Hatzenbuehler has been proposed that the Chairman of the Golf Commission shall report to the City Engineer.****

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
MAY 6, 2014**

ORDINANCE NUMBER- 2014-G (for introduction)

**AN ORDINANCE AMENDING CHAPTER 228 OF THE CODE OF THE CITY OF
AMSTERDAM – CHAPTER §228-43**

BY: ALDERMAN RUSSO

WHEREAS, it has been requested that stop signs be placed on Locust Avenue at the intersection of Crescent Avenue in both directions,

The City of Amsterdam, in Common Council convened, does hereby,

ORDAIN AND ENACT as follows:

Chapter §228-43 “Schedule XI Stop Intersections” of the code of the City of Amsterdam is hereby amended as indicated below:

Add to the schedule:

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>Location</u>
Locust Avenue	both	intersection with Crescent Avenue

This Ordinance shall take effect pursuant to Section C33 of the Charter.

COMMON COUNCIL
City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Russo</u>		
<u>Alderwoman Beekman</u>		
<u>Alderman Barone</u>		
<u>Alderwoman Hatzenbuhler</u>		
<u>Alderman Leggiero</u>		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NEW YORK
COMMON COUNCIL MEETING
MAY 6, 2014**

ORDINANCE NUMBER- 2014- H (for introduction)

AN ORDINANCE AMENDING CHAPTER §228-45 “TRUCKS OVER CERTAIN WEIGHT EXCLUDED” OF THE CODE OF THE CITY OF AMSTERDAM

BY: ALDERMAN RUSSO

WHEREAS, it has been requested that truck traffic of certain weights be excluded on certain streets be amended to include Northampton Road,

The City of Amsterdam, in Common Council convened, does hereby,

ORDAIN AND ENACT as follows:

Chapter §228-45 “Trucks over certain weights excluded” of the code of the City of Amsterdam is hereby amended as indicated below:

Add the following:

<u>Name of Street</u>	<u>Weight Limit(tons)</u>	<u>Location</u>
Northampton Road	13	Entire Length

This Ordinance shall take effect pursuant to Section C33 of the Charter.

COMMON COUNCIL
City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Russo</u>		
<u>Alderman Beekman</u>		
<u>Alderman Barone</u>		
<u>Alderman Hatzenbuehler</u>		
<u>Alderman Leggiero</u>		

ANN M. THANE, MAYOR

Dated: _____, 2014

**CITY OF AMSTERDAM, NY
COMMON COUNCIL
MAY 6, 2014**

**LOCAL LAW #A - A LOCAL LAW REVISING CITY CODE CHAPTER 73 –
ANIMALS, ARTICLE III FOWL CONTROL**

INTRODUCED BY: ALDERMAN RUSSO

BE IT ENACTED by the Common Council of the City of Amsterdam as follows:

SECTION 1. Purpose and Legislative Intent.

The intent of these amendments is to permit the recreational keeping of up to four hens in certain areas of the city subject to permitting requirements.

SECTION 2. – Substantive Provisions.

Chapter 73 of the code of the City of Amsterdam is hereby amended as indicated below: (Note: all underlined items are added material, all struck through items are to be deleted and all other unmodified wording is existing language that will remain in effect.)

Chapter 73. ANIMALS

Article III. Fowl Control [Adopted 9-3-1991]

§73-14. Definitions.

As used in this article, the following terms shall have the meanings indicated:

FOWL

Includes chickens, ducks, geese, turkeys and other poultry or domestic birds commonly used for food purposes. Pigeons are specifically excluded from this article.

§73-15. Fowl prohibited within city limits.

- A. No person shall keep, maintain or possess fowl within the city, except as permitted by a permit issued pursuant to the following sections.
- B. A resident of a single family home in an area zoned R-1 may be granted a permit to keep chickens as specified below:
 - a. The permittee shall pay an annual fee established by resolution of the common council.
 - b. The permit shall only be granted on consent of the property owner.
 - c. The proposed facilities for the chickens shall be specified in detail in the application.
 - d. No permit shall be granted without approval by the animal control officer. The approval shall not be granted if the keeping of chickens is likely to create a nuisance for neighbors or if the proposed facility does not comply with this article. No permit shall be granted to an individual who has a previous violation of any provision of this article.
- C. The permittee shall comply with the following: The maximum number of hens shall be four. No roosters shall be allowed. Hens are to be confined so as to not allow free pasture. Pens and runs are to be kept clean so there is nor perceptible order at property lines. Feed for hens must be stored in an impermeable container to avoid attracting pests and natural predators of the hens. Pens must be no closer than 25ft from adjacent property lines.
- D. The permittee by applying for a permit consents to the inspection of the property at any time by city officers, officials or employees to verify compliance with all permit conditions and requirements of this article.

§73-16. Penalties for offenses. [Amended 12-22-1997 by L.L. No. 3-1998]

No person shall keep or house fowl without a permit in any structure. A violation of this article may result in the confiscation of the fowl and a fine of not more than \$250, imprisonment for not more than 15 days, or both such fine and imprisonment.

SECTION 3. SEVERABILITY

Should any section or provision of this local law be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the local law as a whole or any parts thereof other than the part so decided to be unconstitutional or invalid.

SECTION 4. ENABLING LEGISLATION

This Local Law is adopted pursuant to the authority granted by Section 10 of the Municipal Home Rule Law of the State of New York.

SECTION 5. EFFECTIVE DATE

This local law shall be effective when filed with the Secretary of State.

COMMON COUNCIL

City of Amsterdam, NY

	<u>Aye</u>	<u>Nay</u>
<u>Alderman Russo</u>		
<u>Alderwoman Beekman</u>		
<u>Alderman Barone</u>		
<u>Alderwoman Hatzenbuhler</u>		
<u>Alderman Leggiero</u>		

ANN M. THANE, MAYOR

Dated: _____, 2014